evidence of a nature that would be admissible in a law court. Justice STEERE, in pronouncing the opinion said that the provisions of the act taken together, show clearly that "the elementary and fundamental principles of a judicial inquiry should be observed, and that it was not the intent to throw aside all safeguards by which such investigations are recognized as best protected." The New Jersey court has ruled that weekly payments awarded could be commuted to a lump sum only on specific findings of fact, based on *legal* evidence. *N. Y. Shipbuilding Co.* v. *Buchanan,* 84 N. J. L. 543. Massachusetts has not passed directly on the question, but the court has twice called attention to the fact that the proceedings before a commission are judicial in character, and should be governed by the same principles. *Stuart McNicol's Case,* 215 Mass. 497; *Wm. Diaz's Case,* 217 Mass. 36. See also the following note.

EVIDENCE—HEARSAY RULE NOT A "TECHNICAL RULE OF EVIDENCE."—In a proceeding in certiorari against the Industrial Accident Commission to review certain proceedings and award under the Workmen's Compensation Act of 1913 which commission by said statute was not to be bound "by technical rules of evidence," *held,* that an award made upon hearsay evidence only could not be sustained. *Englebretson* v. *Industrial Accident Commission* (Cal. 1915), 151 Pac. 421.

In reaching its conclusion, it was necessary for the court to hold that the hearsay rule is a substantial rather than a technical rule of evidence. It would seem rather hard to question the soundness of this decision. The history of the development of the rule clearly supports this view. 2 WIGMORE, EVIDENCE, § 1364. The vital and determinant reason for rejecting hearsay testimony is the desirability of testing all assertions by cross-examination under oath. 1 GREENLEAF, EVIDENCE (16th Ed.), § 98, § 99a; 2 WIGMORE, EVIDENCE, § 1367; *Cornelius* v. *State,* 12 Ark. 782; *State* v. *Medlicott,* 9 Kan. 257, 287; *Westfield* v. *Warren,* 8 N. J. L. 306; *State Bank* v. *Wooddy,* 10 Ark. 638; *Stouvenel* v. *Stephens,* 26 How. Pr. 244; *Miama Queen* v. *Hepburn,* 7 Cranch 290; *Warren* v. *Nichols,* 6 Metc. (47 Mass.) 261. We find the courts also saying, "Its inadmissibility arises from its essential nature." *State* v. *Beeson,* 155 Ia. 355. It supposes the existence of better testimony which might have been produced. *Miama Queen* v. *Hepburn,* 7 Cranch 290. For a contrary decision, see the preceding note.

HUSBAND AND WIFE—DEED FROM HUSBAND TO WIFE OF LAND HELD IN ENTIRETY.—In a cause involving the validity of a deed from husband to wife of land held by entirety. *Held,* that such deed was valid. *Demerse et al* v. *Mitchell et al* (Mich. 1915), 154 N. W. 22.

Fisher v. *Provin,* 25 Mich. 347, holds that after the "Married Woman's Act" a conveyance to husband and wife makes them tenants by entirety. *Vinton* v. *Beamer et al.,* 55 Mich. 559, *Speier* v. *Opfer,* 73 Mich. 35 follow the same doctrine. In *Doane* v. *Feather's Estate,* 119 Mich. 691, it was held that a note of the wife for land conveyed to her and her husband was without consideration because she "did not acquire any interest in the land which

was separate and apart from her husband's interest therein." *Morrill* v. *Morrill,* 138 Mich. 112, was a case where the wife sought to restrain her husband from removing crops from land held by entirety. The court in discussing the bill remarked that "The only statute which it can be claimed has any bearing on this subject is our 'Married Woman's Act.' * * * I think it must be conceded that the decisions of this court have determined that this statute has no application to estates by entirety. See *Fisher* v. *Provin,* 25 Mich. 347; *Vinton* v. *Beamer,* 55 Mich. 559; *Speier* v. *Opfer,* 73 Mich. 35; *Naylor* v. *Minock,* 96 Mich. 182; *Dickey* v. *Converse,* 117 Mich. 449; *Doane* v. *Feather's Estate,* 119 Mich. 691. * * * Under our decisions, estates by entirety remain as at common law." Two New York cases, *Meeker* v. *Wright,* 76 N. Y. 262 and *Bertles* v. *Nunan,* 92 N. Y. 152, are sometimes cited as bearing upon the point decided in the principal case, but neither is in point. The first decided that a conveyance to husband and wife after the "Married Woman's Act" made them tenants in common, while the second overruled the first in that it decided that they took by entirety. The validity of a deed from husband to wife, when land is held by entirety, was not passed upon at all. The Michigan cases cited in this note establish two well defined propositions: 1st, that a conveyance to husband and wife makes them tenants by entirety, even after the "Married Woman's Act," and 2d, that estates by entirety remain as at common law. By the common law, on account of the fiction of unity, conveyances by husband to wife were void. *Ransom* v. *Ransom,* 30 Mich. 328; *Loomis* v. *Brusl,* 36 Mich. 40. The case of *Enyeart* v. *Kepler,* 118 Ind. 34, is cited in the principal case, and seems to support it, but the Indiana court arrives at its conclusion in a rather summary manner without the citation of a single authority. In view of the rather strict attitude of the Michigan court in holding that the estate by entirety is not a portion of the wife's separate estate (*Doane* v. *Feather's Estate,* 119 Mich. 691) and that the "Married Woman's Act" had not affected estates by the entirety and they remain as at common law (*Morrill* v. *Morrill,* 138 Mich. 112), and since at common law a conveyance from husband to wife was void, (*Ransom* v. *Ransom,* 30 Mich. 328) the principal case appears to take a long step in advance of the traditional views of that court on this point.

JUDGMENT—VACATING SATISFACTION.—A judgment creditor sold plaintiff's homestead under execution and bid it in for the full amount of his debt, and allowed the judgment to be satisfied of record. The sale was set aside under the exemption laws. *Held,* the creditor is not estopped from asserting that there was no satisfaction, and a new execution will issue. *Calhoun, Denny & Ewing* v. *Quinlan* (Wash. 1915), 150 Pac. 1132.

"Upon this question the authorities are clearly irreconcilable." FREEMAN, EX., § 54. There are courts, respectable in number and ability, which line up on the proposition. In South Carolina they hold that this is the common case of the application of the rule that there is no warranty at sheriff's sales, and that the rule *caveat emptor* applies. If a creditor bids in the property sold on execution, and the judgment is satisfied, he cannot be later heard to say otherwise, when the sale has been set aside because the property sold